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Burlington County

AGREEMENT

between

THE MOUNT HOLLY TOWNSHIP BOARD OF EDUCATION

and

THE MOUNT HOLLY TOWNSHIP EDUCATION ASSOCIATION

For 1975-1976

LIBRARY
Institute of Management and
Labor Relations
APR 25 1975
RUTGERS UNIVERSITY

Dated February 1975 -76

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ARTICLE I.

RECOGNITION OF UNIT

- A. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for certificated personnel under contract, or on leave as listed below only:
- 1) Teachers
 - 2) Nurses
 - 3) Special Services Personnel
 - 4) Librarians
- B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in a negotiating unit as above defined.
- C. The Association shall certify to the Board the names of its unit membership through acquisition of the Association membership payroll deduction in the Board Business Office. The Association, through the President, shall submit all other certified names to the Board.
- D. This recognition shall not impair the rights of any employee or group of employees under Section 18, Article I, of the New Jersey Constitution which states:

"Persons in public employment shall have the right to organize, present to and make known to the State, or any of its political subdivisions or agencies, their grievances and proposals through representatives of their own choosing."

ARTICLE III.

ASSOCIATION PRIVILEGES

- A. Whenever an Association representative is mutually scheduled by both parties to participate in a grievance proceeding during normal school hours, he shall suffer no loss in pay.
- B. The Association and/or its representative, with notification to the building principal, may use school facilities for meetings after school hours provided that this shall not interfere with, nor interrupt, normal school operations.
- C. The Association, with notification to the building principal, may use school equipment when such equipment is not otherwise in use, and provided that this use will not interfere with, nor interrupt, normal school operations. The Association will pay for the cost of all materials and supplies incident to such use.
- D. The Association may have, in each school building, the use of a bulletin board in each faculty lounge.
- E. The Association may use the inter-school mail facilities and school mail boxes, provided that this shall not interfere with, nor interrupt, normal school operation.
- F. The Association president should have the right to utilize his preparation periods and his lunch periods to perform functions concerning his Association duties, recognizing that this function is important, and that he should be able to move freely from building to building to cover these duties.
- G. Information - The Board agrees to make available to the Association President, or his designee in response to reasonable requests from time to time available information concerning the educational program and the financial resources of the district; class size, number of specialists, annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premium, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.
- H. Office Space - The Association shall be provided without cost to it, the auxiliary room off the Holbein School Library, which will be designated as the office of the Mount Holly Township Education Association. The Association shall be allowed to install a telephone in such office at its own expense.

ARTICLE V.

TEACHING HOURS

- A. All teachers are requested, but are not obligated, to indicate their presence by placing a check mark in the appropriate column of the staff "sign-in" sheet.
- B. Teachers are required to report to work at least twenty (20) minutes prior to the opening of school for the pupils' school day, and shall be permitted to leave twenty (20) minutes after the close of the pupils' school day.
- C. Teachers wishing to leave the building during their scheduled duty-free lunch period shall first clear through the building principal.
- D. Teachers shall be required to remain after the end of the regular workday for the purpose of attending faculty or other professional meetings. Such meetings shall begin no later than fifteen (15) minutes after the student dismissal time and shall not exceed sixty (60) minutes.
- E. The notice for any meeting shall be given to the teachers involved at least two (2) days prior to the meeting, except in an emergency.
- F. On Fridays and on days preceding holidays or vacations, teachers need not stay beyond the close of the pupils' school day.
- G. Every teacher shall plan and teach course content in the manner considered most practical and useful. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed, according to the procedures developed by the principal.

TEACHER ASSIGNMENT AND LEAVES

B. Fair Dismissal Procedure

"Principals are to keep non-tenure teachers informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standards of the school district. Written statements concerning this evaluation are to be sent to non-tenure teachers by the principals and copies are to be forwarded to the Superintendent.

A teacher who is not to be recommended for tenure will be notified no later than April 30 during the third year of employment, and the Board of Education is to be kept apprised of all such recommendations. In addition, the Board of Education is to be kept fully informed of all up-coming tenure recommendations, with building principals submitting evaluative reports of non-tenure teachers at least one hundred twenty days before tenure contract issuance and with the Superintendent notifying the Board of Education at least ninety days before the date of tenure contract issuance. In this way, adequate time is allowed for the Board of Education to take suitable confirming or rejecting Board action relative to the Superintendent's recommendation."

"It is understood that an employee contract may be terminated as follows:

1. Non-Tenure Employee - Contracts of non-tenure employees may at any time be terminated by either party giving to the other thirty (30) days' notice in writing of intention to terminate.
2. Tenure Employee - Any teaching staff member, under tenure of service, desiring to relinquish his position, shall give the employing board of education at least sixty (60) days written notice of his intention, unless the board shall approve of a release on shorter notice.

If the board is desirous of terminating the services of a teaching staff member, under tenure of service, they will proceed in accordance with the dismissal procedure as outlined in Title 18A and the State Board of Education rules and regulations."

3. Fair Dismissal Committee

- a. Membership - No later than September 5, 1975, the Board and the Association agree to establish a Fair Dismissal Committee which shall consist of six (6) members - the Superintendent, the Association President, two (2) members appointed by the Board and two (2) members appointed by the Association.

- e. Any nontenure teacher who receives a notice that his employment shall be terminated shall be entitled to a statement of reasons and a hearing as provided for in section (d) above.
5. The Principal "shall make a written evaluation of each new teacher of his school, a minimum of three each year for the first three years, and shall make the same available to the Superintendent. All other teachers shall have a written evaluation at least once each year or as often as the Superintendent requests, such evaluation to be submitted to the Superintendent. These evaluations shall be on the basis for suggestions on the following:
- a. The improvement of each staff member
 - b. Suggested curriculum improvement
 - c. Any recommendations for change in assignments
 - d. The retention of a teacher not under tenure

C. Leaves Of Absence (Without Pay)

1. Maternity Leave - A teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave shall be granted. The leave shall become effective four (4) months prior to the anticipated date of birth of the child and shall terminate according to the recommendation of the physician and not to exceed one year after the birth of the child. Upon the recommendation of the Superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith.

D. Sabbatical Leave

Application for "Sabbatical Leave" of absence not to exceed one (1) year with salary, or with partial salary, or without salary to enable a teacher with seven (7) years service in the District to pursue advance study or research, may be made under the following conditions:

1. The application for such leave shall be made in writing, addressed to the Superintendent, six (6) months in advance of the date such leave is to commence, thus enabling the Board of Education to obtain a suitable replacement for the applicant. The six (6) month restriction may be waived in those cases where, in the judgment of the Board, unusual circumstances warrant such action.
2. Leave will only be granted when in the judgment of the Board there will be some benefit to the school district resulting from the advanced study or research undertaken by the teacher during such leave.
3. Each application will be judged on its own merit, and if granted, the question of with salary, or with partial salary, or without salary will be decided by the Board under the circumstances of each case. In those cases where full or partial salary is granted, the applicant shall be required to contract with the Board to return and perform his professional duties for a minimum of two (2) years following the expiration of such leave. He shall further agree to refund (a) 100% of all salary paid during said sabbatical leave of absence in default of said return, or (b) 50% of all salary paid during said sabbatical leave of absence after a return of one year but less than two (2) years.
4. The teacher will retain tenure, and all other rights afforded by the district during his absence. Any additional benefits granted to regular teachers shall automatically apply to those on sabbatical leave.
5. The returning teacher shall be placed on the appropriate step of the salary scale he would have attained if sabbatical leave had not interrupted his service to the school district.
6. No more than 3% of the teachers may be granted sabbatical leave of absence during any one school year.

ARTICLE VIII.

TEACHERS NON - PERFORMANCE DUTIES

A. Intent - The Board and Association acknowledges that a teacher's primary responsibility is to teach and that his energies should be utilized to this end.

B. Application

1. List of non teaching duties:

- a. Supervision of cafeterias.
- b. Keeping attendance registers.
- c. Marking, computing and compiling standardized test data, excepting those authorized personnel such as Guidance Counselors and others in the Special Services.

2. Transporting Students:

No employee, unless specifically authorized, shall be permitted to drive students. Authorized personnel (covered in this Agreement) are: the Psychologist, School Nurses, and School Guidance Counselors.

c. Maintain proper discipline.

d. Enforce safety rules as set forth by the administration.

C. Aide's Responsibility

1. A Teacher Aide must be able to command the respect of the students, be of good moral character, be cooperative and willing to perform the related responsibilities of the position.
2. A Teacher Aide must maintain a high standard of work.
3. A Teacher Aide is expected to be prompt, dependable, and regular in attendance.
4. Teacher Aides are responsible for learning and observing the regulations of the school to which they are assigned.
5. Teacher Aides will not be expected to act as a custodian of children who evidence severe behavioral problems. Pronounced difficulties are the responsibility of the teacher and the professionals who are prepared to assist the child and his family in coping with his needs and problems.
6. A Teacher Aide is expected to make suggestions to the Aides Chairman regarding the program, who in turn will channel such items to the proper members of the administrative staff.
7. The relationship between the school aide and the teacher is a professional one of mutual respect and confidence. Teacher Aides will observe the confidential nature of this relationship.
8. Teacher Aides owe loyalty to the school.
9. Discipline problems shall be referred by the Aides to the administration.

D. Role of The Professional Staff

1. The Association agrees to cooperate in the continued implementation of the Aides Program.

ARTICLE XI.

HOSPITALIZATION PAYMENTS

The Board shall pay the full cost of Hospitalization and Medical-Surgical coverage, including the so-called Rider "J" endorsements, as written by the Hospitalization Service Plan of New Jersey, and the major medical insurance as provided under the State Health Benefits Program for all teachers, beginning with the 1975-1976 school year.

ARTICLE XII.

EXTRA - CURRICULAR COMPENSATION

Teachers shall be reimbursed for extra - curricular programs at the following rates:

	1st Year	2nd Year
Director	\$3.75 per hour	\$3.90 per hour
Assistant	\$3.15 per hour	\$3.30 per hour

3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
4. Level I - A teacher with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. A grievance to be considered under this procedure must be initiated by the aggrieved person within ten (10) school days of his knowledge of the events giving rise to the grievance.
5. Level II - If, as a result of the discussion at Level I, the grievance is not resolved to the satisfaction of the teacher within three (3) school days, he shall set forth the complaint in writing to the principal. The principal shall communicate his decision to the teacher and the Association in writing within three (3) school days of the receipt of the written complaint.
6. Level III - If the aggrieved person is not satisfied with the disposition of his grievance at Level II, he shall within three (3) school days, refer it to the Superintendent of Schools.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed eight (8) school days. The Superintendent shall communicate his decision in writing, along with the supporting information, to the aggrieved person and to the Association.

7. Level IV - If the aggrieved person is not satisfied with the disposition of his grievance at Level III, he shall, within three (3) school days, submit it to the Board of Education. The Board shall review the grievance, hold a hearing with the aggrieved person as requested, and render a decision in writing within fourteen (14) school days.
8. Level V -
 - a. If the aggrieved person is not satisfied with the disposition of his grievance at Level IV, or if no decision has been rendered by the Board within fourteen (14) school days after the grievance was delivered to the Board, he may request in writing that the Association submit the grievance to arbitration. If the Executive Committee of the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fourteen (14) school days after the receipt of the request by the aggrieved person. The affected

E. Miscellaneous

1. All meetings or hearings under this procedure shall be conducted in private and shall include only such parties heretofore referred to in the article.
2. Any teacher who may have a grievance pending shall not have the right to refuse an administrative directive or a board policy on the grounds that he has instituted a grievance. The teacher must continue under the direction of the administration regardless of the pending of any grievance until such grievance is properly determined.
3. If a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at Level III. The Association may process such a grievance through all levels of the grievance procedure.
4. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.
5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE XV.,

TEACHER RIGHTS

- A. Rights and Protection in Representation - Pursuant to Chapter 303, Public Laws 1968, and Public Law S1087, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 and Public Law S1087, or other laws of New Jersey or the Constitution of New Jersey and the United States, that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms of employment.
- B. Statutory Savings Clause - Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Just Cause Provision - No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to grievance procedure herein set forth.
- D. Required Meetings or Hearings - Whenever any teacher is required to appear before the superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

ARTICLE XVII.

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date - The superintendent shall deliver to the Association and post in all school buildings a list of known vacancies which shall occur during the following school year.
2. Summer Vacancies - When a vacancy occurs during the summer months the superintendent shall notify any teacher who has a written request for change in grade and/or subject assignment on file, if the vacancy concurs with their request.
3. Filing Requests - Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building shall file a written statement of such desire with the superintendent by February 1st. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school to which he desires to be transferred, in order of preference.

B. Criteria for Assignment - In the determination of requests for voluntary reassignment and/or transfer the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system. No such request shall be denied arbitrarily, capriciously, or without basis of fact.

C. The teacher returning from a Leave shall be reinstated in his or her position unless that teacher desires a voluntary transfer to another position, and has complied with the notification policy in Article XVII, Section A, part 3.

ARTICLE XIX.

SICK LEAVE

A. Sick Leave

1. As of September 1, 1975, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. When a non-tenure teacher has exhausted the regular and/or accumulated sick leave allowance as authorized in Section (1) above, he shall receive an added ten (10) days pay (at the rate of 1/200 of his contractual salary per day) less the pay for the substitute.
3. When a tenure teacher has exhausted the regular and/or accumulated sick leave allowance as authorized in Section (1) above, he shall receive an added five (5) days, and an additional twenty (20) days (at the rate of 1/200 of his contractual salary per day) less the pay for the substitute.
4. In no case shall leave for any cause other than actual personal illness be counted as sick leave, and all current statutes pertaining to sick leave shall apply.
5. In cases where regular or accumulated sick leave allowance has expired, individual consideration may be given to additional sick leave allowance subject to the Superintendent's recommendation, with Board approval.
6. All tenure teachers as of June 30, 1975 shall receive an additional five (5) bonus days for each fifty (50) days of accumulated sick leave. Once the additional five (5) days have been accrued, no further accrual shall be credited to any such leave until such time as the accrued sick days at the end of any school year shall reach the next plateau, i.e. 100, 150, 200, 250, 300. Bonus days shall not be used in the accrual process.

Example:

			(continued)		
			Regular	Bonus	
			<u>Sick Days</u>	<u>Days</u>	
End of 1974-75	50 5	End of 1979-80	70	
For 1975-76	+10		For 1980-81	+10	
End of 1975-76	60		End of 1980-81	80	
For 1976-77	+10		For 1981-82	+10	
	70		End of 1981-82	90	
Used in 1976-77	-30		For 1982-83	+10	
End of 1976-77	40		End of 1982-83	100 5
For 1977-78	+10		For 1983-84	+10	
End of 1977-78	50		End of 1983-84	110	and 10
For 1978-79	+10				bonus
End of 1978-79	60				days
For 1979-80	+10				
End of 1979-80	70				

7. Any pregnant teacher may elect to utilize all or any part of her accumulated sick days at time of child birth.

9. On-The-Job Injury - Whenever any teacher is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board will pay the full salary or wages for this period of such absence up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provision. Days lost for on-the job injuries are covered under Chapter 15 of Title 34, Labor and Workman's Compensation, of the revised Statutes, as referred to in 18:A 30-2.1. Any amount of salary or wages paid or payable to the teacher shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.

Teachers shall report to the principal's office the nature of the injury, no matter how minor it may be, how it happened, and the exact time.

10. Emergency Leave - Leave shall be permitted without loss of pay in cases not covered by the above-named rules, when the causes for absence are deemed to be emergency or highly urgent in nature. The Board, through the Superintendent, shall determine such urgency and the duration of such leave.

